



ARK Kings Academy

AGREEMENT AND CONDITIONS OF HIRE

1. Aims and objectives

ARK Kings Academy wishes to make the most of its facilities. Our aim is to maximise the benefit to the local community, to our pupils and their families. We have received a small grant from Sport England to enable this to happen.

Any use of our facilities must not be detrimental to our staff or pupils or to the smooth running of the Academy. We reserve the right to cancel any booking without notice, should we have cause for concern.

2. Academy Facilities Available for Hire

Main hall Suitable for training sessions, performances or conferences, sports and recreational use

Gymnasium (1 court) Suitable for training sessions, performances or conferences, sports and recreational use

Opening Hours during term time:

Tuesday and Thursday 17:30-21:00

3. Pricing Policy

We have set a competitive pricing structure taking into account the quality of provision, location and the associated maintenance and running costs of our facilities. Our funding agreement does not permit us to subsidise lettings although we shall endeavour to maintain this competitive pricing structure. All of the facilities should be left as they are found, and any additional cleaning needed due to careless or irresponsible use will be charged to the hirer. All breakages must be reported and paid for.

<i>For bookings less than 10 weeks</i>		
Main hall	£25.00+VAT (£30.00)/hr Adults	£15.00+VAT (£18.00)/hr Junior (16 and under)
Gymnasium	£25.00+VAT (£30.00)/hr Adults	£15.00+VAT (£18.00)/hr Junior (16 and under)
<i>For bookings more than 10 weeks</i>		
Main hall	£25.00/hr Adults	£15.00/hr Junior (16 and under)
Gymnasium	£25.00/hr Adults	£15.00/hr Junior (16 and under)

4. Insurance

The Academy will hold adequate Employers, Public Liability and Buildings & Contents insurance cover. Hirers will be expected to provide evidence that they hold adequate Public Liability Insurance.

The Hirer shall affect Public Liability Insurance within a minimum indemnity limit of £5 million for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring



activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises. Hirers will be required to produce a relevant certificate of insurance. Hirers must also ensure that any participants (e.g. Entertainers) hold current Public Liability Insurance in their own right.

The Academy will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Academy

5. Access and security

The Academy will endeavour to ensure well managed, safe community access to its facilities and will make every effort to protect neighbours from noise and nuisance.

6. Management responsibilities

The Academy is committed to providing a safe and secure environment for all its users and we expect our users to comply with relevant health and safety legislation, no smoking regulations, fire evacuation procedures and to carry out appropriate risk assessments.

No use will be permitted that may compromise the security of the Academy or that might adversely affect our reputation. Furthermore, the Academy will not permit any activity that they believe does not maintain an adequate level of care for those taking part. All hirers with responsibility for children on our premises will be required to demonstrate that only suitably vetted people are on site. All necessary precautions will be taken to ensure that the security of students at the Academy is maintained.

7. Use of premises

The use of premises is restricted to the use, times and accommodation specified in this agreement. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting. For certain event and/or hire of equipment the hirer may be required to pay a refundable damage and/or additional cleaning deposit.

8. Loss of Property

The Academy will not, under any circumstances, accept responsibility or liability in respect of any loss or damage to any property, articles or items placed or left on the premises by or on behalf of the Hirer or any other persons or in connection with the function.

9. Licences, copyright and performing rights

Hirers should ascertain whether or not a licence is required for any use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.



The Academy does not hold a Premises Licence. The Hirer shall indemnify the Academy against any sum of money which the Academy may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire.

10. Public Safety

1. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
2. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and for ensuring that overcrowding does not occur
3. For reasons of Health and Safety animals are not allowed on the property with the exception of guide dogs.

11. Fire Safety

Hirers are required to ensure that:

- 1 No fire equipment is moved (unless in an emergency) , tampered with or used to prop open doors
- 2 All emergency exits are kept clear at all times
- 3 Hirers must familiarise themselves with the Academy Fire Evacuation procedures which are prominently displayed throughout the buildings.

12. First Aid

ARK Kings Academy takes no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events especially if children and young people are involved in the activity.

13. Alcohol

Alcohol is not permitted to be sold to the public or supplied on our premises without the express consent of the Academy Governors, which the Governors will not be obliged to give.

14. Smoking

The Academy is a non smoking site. Hirers using the Academy premises must adhere to these regulations.

PLEASE NOTE: Individuals or organisations breaching these regulations may be subject to a fixed penalty fine.

15. Food

Any food preparation and serving must be carried out in line with food hygiene regulations. The Academy shall not accept responsibility for any illness relating to food consumption on our premises, prepared and /or supplied by the hirer's staff or agents. Use of our kitchen is not permitted.

16. Clearing Up

The facilities hired and all equipment must be left in a clean and tidy condition. ALL rubbish must be removed from the site. Any equipment belonging to the hirer is to be removed at the end of the hire period. We are not able to offer any storage facilities on site. Any additional cleaning cost must be met by the hirer.



ARK Kings Academy

17. No tenancy

Nothing in this agreement shall create a tenancy.
Academy staff must be given free access to the hired premises for the purpose of inspection.

18. Reporting to Sport England

As part of the grant conditions we are required to report on participation levels for activities. Hirers will be required to complete a participation form at the end of each booking period which includes information on:

Participation (14-25)

Participation (26+)

Therefore, hirers should capture this information through registers or other means and be prepared to submit returns periodically.

For and on behalf of:

Organisation.....

Print:

Signed:

Dated:

For and on behalf of:

Print: (ARK Kings Academy)

Signed:

Dated:



Application to Book Accommodation

All booking forms must be completed and returned to the above address marked for the attention of the Admin Department, at least ONE week prior to the date required. All fees must be paid in full before the hire commences.

Rooms Required	Dates Required		Number of Weeks	Times (Including setting up & clearing away)	
	From	To		From	To

NB. School functions take priority over external bookings

Purpose for Use	
Approx. No. of Persons Attending	

Special Requirements (including layout of room, no. of chairs, tables etc.)

Name of Person/Organisation Making the Booking (must be over 21 years of age)
Address
Telephone No. Day: Eve:

I apply for the use of accommodation and facilities as detailed above. I enclosed a cheque and to comply with the attached conditions.

I confirm that I/the above organisation has Public Liability Insurance to a value of at least £5,000,000 (a copy of which is attached) and acknowledge that no insurance is provided by ARK Kings Academy.

I confirm that all adults with responsibility for children and young adults have a DBS check (copy attached)

Signature Date